

1. INSURING CLAUSE

Subject always to the terms, conditions, limitations and exclusions contained herein or endorsed hereon:

- 1.1 This Insurance is to indemnify the Assured for their Ascertained Net Loss should the Insured Event(s) be necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated, which necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation is the sole and direct result of a cause not otherwise excluded which occurs during the period of insurance and is beyond the control of both the Assured and the Participant therein.
- 1.2 This Insurance also indemnifies the Assured for proven additional costs or charges reasonably and necessarily paid by the Assured to avoid or diminish a loss payable hereunder, provided such additional costs or charges do not exceed the amount of loss thereby avoided or diminished.
- 1.3 The Underwriters' maximum liability shall not exceed the Limit of Indemnity stated in the Schedule for the relevant Insured Event(s) nor the Aggregate Limit of Indemnity stated in the Schedule.

2. DEDUCTIBLE

- 2.1 This Insurance is subject to the deductible(s) stated in the Schedule which shall be retained by the Assured at their own risk and uninsured.

3. DEFINITIONS

- 3.1 Ascertained Net Loss means such amount in excess of any deductible stated in the Schedule as represents:
 - 3.1.1 Expenses which have been irrevocably expended in connection with the Insured Event(s) which has been necessarily Cancelled, Abandoned, Postponed, Interrupted, Curtailed or Relocated, less such part of the Gross Revenue retained less "any savings the Assured" is able to effect to mitigate such loss and
 - 3.1.2 the reduction in Net Profit (when Net Profit is insured and stated in the Schedule) which the Assured can demonstrate to the Underwriters satisfaction would have been earned had the Insured Event(s) taken place.
- 3.2 Gross Revenue means all monies which would have been paid or payable to the Assured from every source arising out of the Insured Event(s) had a loss not occurred.
- 3.3 Expenses means the total of all costs and charges which would have been incurred by the Assured in organizing, running and providing services for the Insured Event(s) had a loss not occurred.
- 3.4 Net Profit (when insured and stated in the Schedule) means the amount by which Gross Revenue exceeds Expenses.
- 3.5 Insured Event(s) means the event(s) stated in the Schedule.
- 3.6 Cancellation or Cancelled means the inability to proceed with the Insured Event(s) prior to commencement.
- 3.7 Abandonment or Abandoned means the inability to complete the Insured Event(s) once commenced.
- 3.8 Postponement or Postponed means the unavoidable rescheduling of the Insured Event(s) to another time.
- 3.9 Interruption or Interrupted means the inability of the Assured to keep open the Insured Event(s) after opening, followed by the reopening thereof.
- 3.10 Curtailment or Curtailed means the unavoidable partial closure of the Insured Event(s).

- 3.11 Relocation or Relocated means the unavoidable removal of the Insured Event(s) to another location.
- 3.12 Participant means any party who is contracted by the Assured to perform a function critical to the successful fulfilment of the Insured Event(s).
- 3.13 Venue means the place(s) stated in the Schedule where the Insured Event(s) is to be held.
- 3.14 Terrorism means an unlawful act, including but not limited to the use of force or violence, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

4. CONDITIONS PRECEDENT

The Underwriters shall not be liable to pay any claim hereunder unless the Assured complies with the following Conditions Precedent:

The Assured has:

- 4.1 truthfully declared all material facts likely to influence a reasonable Underwriter in determining:
 - 4.1.1 whether or not to accept the risk or any subsequent amendment,
 - 4.1.2 the premium,
 - 4.1.3 the terms, conditions, exclusions and limitations,having diligently made all necessary inquiries to establish those facts.
- 4.2 no knowledge at the inception of this insurance, of any undisclosed matter, fact or circumstance, actual or threatened, that increases or could increase the possibility of a loss under this Insurance.
- 4.3 paid the premium due in accordance with terms set out in the Schedule.
- 4.4 declared that all information contained in the completed Proposal Form and/or supplied to support such proposal or other application for this Insurance is in all respects true and complete and unchanged at the inception of this Insurance. Further the Assured agrees that such information is material, and forms the basis of this Insurance and is incorporated herein.

5. WARRANTIES

It is warranted that the Assured shall:

- 5.1 observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
- 5.2 make all necessary arrangements for the successful fulfilment of the Insured Event(s) which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and or rehearsal time in a prudent and timely manner.
- 5.3 ensure that all necessary contractual arrangements have been made and confirmed in writing with the Assured and that all necessary authorisations which for the avoidance of doubt shall include, but not be limited to, the obtaining of licences, permits, visas, copyright and patents) are obtained in a timely manner and valid for the period of the Insured Event(s).

Failure to comply with any of the above warranties shall automatically entitle the Underwriters to refuse payment of a claim or treat this Insurance as though it never existed.

6. GENERAL CONDITIONS

- 6.1 Any fraud, concealment, or intentional "mis-statement" or negligent statement of the information provided or in the making of a claim, shall entitle the Underwriters to refuse payment of a claim or treat "this Insurance it had never" existed.

- 6.2 The Assured shall at all times do and concur in doing all things necessary to avoid or diminish a loss under this Insurance, including where possible Postponement or Relocation of the Insured Event.
- 6.3 The Assured shall observe and fulfil the terms and conditions contained herein or endorsed hereon.
- 6.4 No other insurance shall be effected by the Assured to protect the interest insured hereunder without the prior written approval of the Underwriters. In the event that such other insurance is effected, the Underwriters reserve the right to amend the terms and conditions of this Insurance.
- 6.5 The Assured shall maintain insurance adequate to cover the full value of a total loss of Expenses and Net Profit if insured) for each Insured Event, without any allowance for recoveries, savings or waivers. Should the Assured fail to do so then the Underwriters will not be liable for a greater proportion of any loss covered hereunder than the Limit of Indemnity bears to the full value of a total loss of Expenses (and Net Profit if insured) for the relevant Insured Event(s).
- 6.6 The premium and any expense incurred in the formulation of a claim shall not be recoverable items.
- 6.7 This Insurance is non-cancellable by either party, other than by Underwriters in the event of non payment of premium, and there can be no return of premium unless otherwise stated in the Schedule.
- 6.8 The Assured shall maintain adequate records in connection with the subject matter insured hereunder.
- 6.9 All salvage, recoveries and payments due to the Assured will be applied as if recovered or received prior to settlement of the loss and all necessary adjustments will be made by the parties involved.
- 6.10 The Underwriters reserve the right to pursue an action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Assured or otherwise. In the event of any payment under this Insurance, the Underwriters shall be subrogated to the extent of such payment to all the Assured rights of recovery and the Assured shall execute all papers required and shall do everything that may be necessary to secure such rights.
- 6.11 No suit shall be brought upon this Insurance unless the Assured has complied with all the provisions of this Insurance and has commenced suit within twelve months after the loss occurs.
- 6.12 This Insurance may not be assigned in whole or in part without the prior written consent of the Underwriters.
- 6.13 If the Loss Payee is other than the Assured, all claim payments due under the terms and conditions of this Insurance shall be made payable to the party(s) stated in the Schedule as Loss Payee(s). Payment of such losses by the Underwriters to the Loss Payee(s) shall be a sufficient and complete discharge of all of the Underwriters' obligations to the Assured and Loss Payee(s) in connection with said loss(es).
- 6.14 This Insurance shall be subject to the applicable state law to be determined by the court of competent jurisdiction as determined by the provisions of clause 6.15 below and as stated in the wording or schedule attached.
- 6.15 It is agreed that in the event of the failure of the Underwriters hereon to pay any amount claimed to be due hereunder, the Underwriters hereon, at the request of the Assured, will submit to the jurisdiction of a Court of competent jurisdiction within the United States.

Nothing in this clause constitutes or should be understood to constitute a waiver of the Underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that service of process in such suit may be made upon the person or firm named in the Schedule and that in any suit instituted against any one of them upon this Insurance, the Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The said person or firm is authorized and directed to accept service on behalf of the Underwriters in any such suit and/or upon the request of the Assured to give a written undertaking to the Assured that he will enter a general appearance upon the Underwriters' behalf in the event such a suit shall be instituted. Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, the Underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the Assured or any beneficiary hereunder arising out of this Insurance, and hereby designate the person or firm named in the Schedule as the person to whom the said officer is authorized to mail such process or a true copy thereof.

7. EXCLUSIONS

This Insurance does not cover any loss directly or indirectly arising out of, contributed to by, or resulting from:

- 7.1 non-appearance of any person or group(s) of persons.
- 7.2 the Assured's lack of care, or any person's lack of care, diligence or prudent behaviour, the result of which would increase the risk, and/or likelihood of a loss, hereunder.
- 7.3 any contractual dispute or breach by the Assured's or any Participant.
- 7.4 alterations or variance of Insured Event(s) without the prior written approval of the Underwriters.
- 7.5 adverse weather in respect of any Insured Event(s) in the open or under canvas or in temporary structures unless agreed by the Underwriters in writing and stated in the Schedule.
- 7.6 any Insured Event(s) in the open or under canvas or in a temporary structure unless agreed by the Underwriters in writing and stated in the Schedule.
- 7.7 any work being carried out which renders the Venue or its facilities unusable in whole or in part, unless such work is unknown to the Assured at the inception of this Insurance or at the time of making the booking whichever is the later.
- 7.8 Expenses and Gross Revenue which have not been declared to and agreed by the Underwriters.
- 7.9 any reduction in attendance that is not specifically attributable to the necessary Cancellation, Abandonment, Postponement, Interruption, Curtailment or Relocation of the Insured Event(s).
- 7.10 the Assured failing to:
 - 7.10.1 observe and comply with the requirements of any law, ordinance, court or regulatory body of whatever jurisdiction.
 - 7.10.2 make all necessary arrangements for the successful fulfilment of the Insured Event(s) (which for the avoidance of doubt shall include, but not be limited to, the provision of sufficient allowances for travel time, set up and/or rehearsal time) in a prudent and timely manner.
 - 7.10.3 ensure that all necessary contractual arrangements with the Assured are made and confirmed in writing with the Assured and that all necessary authorisations, (which for the avoidance of doubt shall include, but not limited to, the obtaining of licences, permits, visas, copyright and patents) are obtained in a timely manner and valid for the period of the Insured Event(s).
- 7.11 any fraud, misrepresentation or concealment by the Assured.
- 7.12 war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

- 7.13 civil commotion assuming the proportions of or amounting to a popular uprising, riot, martial law or the act of any lawfully constituted authority in the furtherance of maintaining public order.
- 7.14 seizure or destruction under quarantine or customs regulations, confiscation, nationalisation or requisition or destruction of or damage to property, by or under the order of any government or public or local authority, or the handling of contraband or the engaging in illicit trade or transportation.
- 7.15 any order for repatriation, internment, imprisonment, deportation or the refusal of permit to enter any country where the Insured Event(s) is to be held.
- 7.16 nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.
- 7.17 seepage and/or pollution and/or contamination unless it is discovered during the period of this Insurance and is a direct cause of a loss covered hereunder.
- 7.18
 - 7.18.1 withdrawal, insufficiency or lack of finance howsoever caused,
 - 7.18.2 the financial failure of any venture,
 - 7.18.3 lack of or inadequate receipts, sales or profits of any venture,
 - 7.18.4 variations in the rate of exchange, rate of interest or stability of any currency,
 - 7.18.5 financial default, insolvency, or failure to pay of any person, corporation or entity,
 all 7.18.1 to 7.18.5 whether a party to this Insurance or otherwise.
- 7.19
 - 7.19.1 lack of or inadequate response or inadequate financial or other support or withdrawal of such support by any party,
 - 7.19.2 lack of or inadequate attendance or insufficient interest prior to the date and time scheduled for any Insured Event.
- 7.20 The act or threatened malicious use of pathogenic or poisonous biological or chemical materials (whether actual or perceived) regardless of any other cause or event contributing, concurrently or in any other sequence, thereto.
- 7.21 any communicable disease or threat or fear of communicable disease (whether actual or perceived) which leads to:
 - 7.21.1 the imposition of quarantine or restriction in movement of people or animals by any national or international body or agency;
 - 7.21.2 any travel advisory or warning being issued by a national or international body or agency.
- 7.22 national, court or religious mourning whether declared or not.
- 7.23
 - 7.23.1 any act of Terrorism and/or the threat thereof (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
 - 7.23.2 any loss resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of Terrorism or fear thereof.
- 7.24 any happening which is insured by or would, but for the existence of this Insurance, be insured by any other insurance(s) except for any excess beyond the amount which would have been payable under such other insurance(s) had this Insurance not been effected.

8. CLAIMS PROCEDURE

The Underwriters shall not be liable to pay any claim hereunder unless the Assured complies with the following conditions:-

In the event of any happening or circumstance which could give rise to a claim under this Insurance, the Assured shall:

- 8.1
 - 8.1.1 as a matter of urgency give notice to the person(s) designated in the attached Schedule,
 - 8.1.2 confirm the facts in writing as soon as possible, with all information that is available,
 - 8.1.3 make no admission of liability without the prior written consent of the Underwriters,
 - 8.1.4 take all steps to minimise or avoid any loss hereunder,
 - 8.1.5 provide the Underwriters or their appointed representatives with:
 - i) all necessary assistance in a timely manner,
 - ii) all information required,
 - iii) all documentation and records necessary to establish and assess indemnity hereunder and copies or extracts as may be required;
 - 8.1.6 prove the loss to the satisfaction of the Underwriters,
 - 8.1.7 forward immediately to the Underwriters or their representatives any letter, writ or other document received in connection with any claim made under this Insurance.
- 8.2 as often as may be reasonably required submit to examination under oath on all matters connected with a claim, by any person named by the Underwriters at such reasonable time and place as may be designated by the Underwriters or their representatives.

So far as is in their power the Assured shall cause their employees and all other persons interested in the Insured Event(s) to comply with the foregoing.

No such examination under oath or examination of books or documents, nor any other act of the Underwriters or their representatives in connection with any investigation hereunder, shall be deemed a waiver of any defence which the Underwriters might otherwise have. All such examinations and acts shall be deemed to have been made or done without prejudice to the Underwriters' liability.
- 8.3 as soon as is practicable render a signed and sworn proof of loss to the Underwriters or their representative to substantiate the occurrence, nature, cause and amount of loss claimed under this Insurance.
- 8.4 allow the Underwriters the right, if they so wish, to:
 - 8.4.1 take such steps as they deem necessary to prevent, mitigate or minimise a loss,
 - 8.4.2 take over and conduct the defence or settlement of claims made against the Assured that are covered by this Insurance,
 - 8.4.3 pursue all rights or remedies available to the Assured whether or not payment has been made hereunder.